

Protest of)	Date: April 21, 1987
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SECURE SERVICES TECHNOLOGY, INC.)	
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Solicitation No. 104230-86-B-0193)	P.S. Protest No. 87-18

DECISION

Secure Services Technology, Inc., (SSTI) protests the award of a contract for prototype Automated Postal Tellers (APT) to Strategic Financial Planning Systems (SFPS) under Solicitation No. 104230-86-B-0193. SSTI claims that its proposal was incorrectly evaluated and rejected as technically unacceptable.

Solicitation No. 104230-86-B-0193 was issued on September 11, 1986 with an offer due date, as amended, of January 12, 1987. The solicitation provided, in Section B - Evaluation and Award Factors, that "[e]ach proposal received will be evaluated and considered according to the established criteria, provided it has been prepared in substantial compliance with the instructions set forth in SECTION J. Proposals initially evaluated to be technically unacceptable will not be given further consideration for award." Section J.3, Instructions for the Preparation of Technical-Management Proposals, stated in part, as follows:

a. Content of Plans

The offeror should set forth, in detail, the technical and management plans for the work he intends to perform to satisfy the requirements contained in the SOW.

The proposal shall be organized in a sequence of tasks, as described in Section 2 of the SOW. The plans should be specific and complete. The technical and management plan should present sufficient information to enable the U.S. Postal Service to evaluate the offeror's technical and managerial qualifications and his proposed solutions to the technical problems.

The proposal will be evaluated in light of the material and substantiating evidence presented in the proposal and not on the basis of what is inferred.

b. Extraneous Material

Unnecessary brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired.

A clear and complete description of the technical approach and flow of work to be performed is more important.

In addition, section J.3.g., entitled Items Requiring Special Attention, required an "in-depth presentation" on eight major areas: system design, project personnel, delivery schedule compliance, configuration and revision control procedures, use of subcontractors, past performance and experience, use of consultants or other teaming arrangements, and why the offeror's approach is the most advantageous to the Postal Service.

The Statement of Work (SOW) attached to the solicitation described the work to be performed in terms of seven tasks: familiarization with similar equipment; concept development and system design; detailed design; fabrication, assembly, and test; Engineering Support Center (ESC) tests; equipment restoration and retrofits; and field tests. The SOW provided, in detail, the work to be accomplished under each task, and provided that the successful offeror would not proceed to the next task until the work on the current task had been approved and the contracting officer had issued written instructions to proceed.

Amendment A02, issued October 10, 1986, had a stated purpose of providing "additional information concerning the technical evaluation factors that will receive the greatest emphasis in the evaluating proposals." It specified twelve areas as "most important in evaluating and considering each proposal. All these items are of relatively equal importance." (Emphasis in original.) These factors dealt with specific functional characteristics (such as ease of use, ease of maintenance, and completeness of data collection) of the APT prototype being proposed. This amendment also stated that "[t]echnical proposals should be particularly thorough and complete in addressing the above areas. Offerors should ensure that their technical proposals address all of the requirements and issues set forth in the Statement of Work and the Functional Specification in sufficient detail to be clear

and comprehensive for purposes of understanding and evaluation." (Emphasis in original.)

Questions from prospective offerors led to the issuance of Amendment A03. Question 5 asked whether there was a conflict between the SOW and the Solicitation Instructions, in that the concept development and system design had to be specifically addressed in the offeror's proposal, but also comprised the major portion of work under the SOW. The answer to this question noted that to achieve high scores for "grasp of problem" and "technical approach," "the offeror is expected to demonstrate, via his proposal, that he is the best qualified technically to undertake the project." (Emphasis in original.) While the proposal was not to solve all system details and problems, the design solution was to be detailed enough so that a "thorough technical evaluation" could be accomplished.

Several proposals were received. After initial evaluation by the evaluation committee, some of the offers, including SSTI's, were rejected as technically unacceptable. The contracting officer's letter of February 24, 1987, to SSTI stated that its proposal "is generally quite insufficient for meaningful evaluation. It fails in several areas to present the level of detail requested, e.g., paragraph g.(1) on page 50 of the solicitation. A revision which might make your proposal acceptable for consideration would have to be of such major proportion that to invite it would violate the prohibition of substantial changes in competitive proposals. Accordingly, we are unable to consider your proposal for contract award." SSTI requested and received a debriefing on March 5, and this protest followed.

SSTI presents the concerns which it has over the manner in which the evaluation of its proposal was handled. It claims that the phrase "sufficient detail" used in the solicitation is vague and misleading, that the contracting officer's interpretation of it was at variance with its interpretation of that phrase and that it was not informed of the contracting officer's interpretation until its proposal was rejected. It claims that the solicitation provisions and amendments failed to inform it of the Postal Service's interpretation of this phrase and that even during the debriefing, postal personnel were unable to define an adequate level of detail.

SSTI states that it addressed all the necessary requirements in its proposal. It believes that the evaluation team's application of the "sufficient detail" standard is contrary to the multi-step SOW structure because it requires a level of detailed description that is identical with the first three tasks in the SOW. SSTI views the solicitation as ambiguous and misleading because it did not alert offerors to the fact that the proposal must, in actuality, perform the first three SOW tasks.

Further, SSTI states that it was informed in the debriefing that it had the best analysis of Task I, and questions how any offeror with a weaker analysis of this crucial aspect of the procurement could have addressed the other tasks in "sufficient detail." It also argues that it was penalized for not describing the nature and extent of any "problems" to be encountered in the proposed prototype effort, whereas its analysis of the SOW was thorough and complete and led to a component selection which could be put into effect with "minimal problems." SSTI concludes that it is still uncertain about why its offer was rejected, and is concerned by the enormous discrepancy between its interpretation of "sufficient detail" and that of the Postal Service.

The contracting officer states that the solicitation was clear and unambiguous about the amount of detail which was required.^{1/} Pointing to Amendment A02, he describes seven areas in which SSTI "either omitted discussion, or provided discussion that was so limited or away from the point that it was not meaningful for evaluation." These failures include a lack of meaningful discussion about a concentrated system concept and design presentation, how customers will use the APT, the reliability and "robustness" of the hardware and software, service and maintenance issues, and communications and housekeeping functions. The contracting officer has submitted SSTI's proposal, with the areas which contained insufficient detail noted. He concludes that the lack of a specific definition of "sufficient detail" did not disadvantage any offeror, and that, given the clarity of the solicitation's requirements for detail and thoroughness, any misunderstanding of the solicitation's requirements was SSTI's fault.^{1/} Alternatively, the contracting officer suggests that

^{1/} The contracting officer notes that, during the debriefing, SSTI's executive vice president remarked that, because of his company's concern that the solicitation would be canceled and the requirement reissued with its proposal material plagiarized, SSTI did not put as much detail into their proposal as they otherwise would have. The contracting officer implies that this statement contradicts SSTI's present assertion that they were not aware of the solicitation's requirements.

^{2/} In its report to the contracting officer, the evaluation team stated that "[t]he proposal submitted by SSTI was disorganized, wordy, and contained significant gaps in coverage ... discussions [other than Task I] were either generic or tutorial with the prime result that nothing was presented on how the job would be done. In addition, there was no evidence of [the] competent engineering management that SSTI would place in charge of this program."

SSTI's protest is against the terms of the solicitation and therefore untimely.

SSTI has submitted supplemental comments concerning the contracting officer's reports. Apart from contentions which exhibit a substantial misunderstanding of the bid protest procedure and a denial that its protest is against the RFP's terms,^{1/} SSTI reiterates that allegations previously made in its protest. It urges that the contracting officer failed to make his interpretation of the RFP's requirements known and that its proposal was misevaluated as to several areas. SSTI also takes exception to what it feels is a unduly harsh tone in the contracting officer's report.

Two offerors have submitted comments regarding this protest. The successful offeror agrees with the contracting officer that the solicitation requirements were "complete and unambiguous". It states it understood that offerors were required to submit a design approach, methodology, and development plan rather than a specific design. The other offeror notes that, while it "has no fundamental disagreements with the USPS procurement process . . . [it] had similar difficulties in interpreting the intent of the RFP and therefore [we have] some empathy with SSTI's position."

SSTI's protest concerns whether the contracting officer's (and evaluation team's) evaluation of SSTI's proposal as technically unacceptable was incorrect and, therefore, SSTI's proposal was incorrectly rejected.^{1/} We begin with the rule that "this office will not substitute its judgment for that of the evaluators or disturb the evaluation unless it is shown to be arbitrary or in violation of procurement regulations." Management Concepts, Inc., P.S. Protest No. 86-29, July 10, 1986; see also Amdahl Corporation, P.S. Protest No. 81-34, September 29, 1981. The Comptroller General has ruled, in cases similar to the instant case, that "a determination as to whether information submitted in response to solicitation requirements is sufficiently detailed to permit a finding of acceptability is essentially a matter within the subjective judgment of agency procuring officials." New Hampshire-Vermont Health Service Comp. Gen. Dec. B-189603, March

^{3/} SSTI objects to the contracting officer's furnishing of his protest report to all offerors. It believes that the interested parties to whom the report should be furnished are individuals within the Postal Service who have an interest in the procurement. This assumption is incorrect; PCM 2-407.8f.(2) requires that "interested parties" be notified of the fact of the protest and that copies of the contracting officer's statement be provided to the interested parties who participate in the protest. An interested party is an offeror who is affected by and may receive award based on the outcome of the protest. See generally Electrocraft Industries, P.S. Protest No. 83-40, September 1, 1983. SSTI also mistakenly assumes that it was to have been provided a copy of the grounds on which the protest was based which was provided to the other offerors and that the contracting officer prejudiced its case by failing to timely submit his report within ten working days of his receipt of the protest. Both these allegations are incorrect, suggesting SSTI is confused about the purpose and nature of the bid protest proceeding, which is based upon a written record developed by the protestor, the contracting officer, and any interested parties that submit comments.

^{4/} Although SSTI has denied that it is protesting the terms of the RFP, its accusations concerning the ambiguity of the phrase "sufficient detail" and the amendment which attempted to clarify what level of detail would be sufficient could be interpreted as protests against the RFP terms. Insofar as SSTI asserts defects in the wording of the RFP or SOW, its protest is untimely. Protests against defects apparent on the face of a solicitation must be received before the date set for receipt of offers. Postal Contracting Manual (PCM) 2-407.8 d.(1). This date was, in the instant case, January 12, 1987. As SSTI's protest was not received until March 10, its protest against the terms of the RFP is untimely. See, e.g., Documail Systems Division, Bell and Howell Corporation P.S. Protest No. 85-26, June 20, 1985.

15, 1978, 78-1 CPD & 202; see also Urbdata Associates, Inc., Comp. Gen. Dec. B-187247, April 20, 1977, 77-1 CPD & 275; 53 Comp. Gen. 473, 480 (1977). We have noted that "[a]n offeror must demonstrate affirmatively the merits of its proposals and runs the risk of proposal rejection if it fails to do so clearly." H & B Telephone Systems, P.S. Protest No. 83-61, February 6, 1984; see also Centurion Films, Inc., Comp. Gen. Dec. B-205570, March 25, 1982, 82-1 CPD & 285. Having reviewed SSTI's and the successful offeror's proposals in the light of the positions urged by SSTI and the contracting officer, we find no abuse of discretion by the evaluation team or the contracting officer. The successful offeror clearly addressed the necessary requirements in much greater detail than SSTI. Many of the areas in which SSTI's proposal was downgraded consisted primarily of verbatim recitations of postal requirements without explanation of how SSTI planned to meet those requirements. Such verbatim restatements are not acceptable, (see, e.g., Roach Manufacturing Corp., Comp. Gen. Dec. B-208574, May 23, 1983, 83-1 CPD & 547) and such deficiencies may be used in a determination that the proposal was technically unacceptable. See H & B Telephone Systems, supra; Texas Medical Instruments, Comp. Gen. Dec. B-206405, August 10, 1982, 82-2 CPD & 122. We are unable to find any abuse of discretion in the postal personnel's finding that SSTI's proposal failed to deal specifically enough with the

necessary contract requirements. While SSTI may believe that it addressed the solicitation requirements in sufficient detail, the deficiencies in SSTI's proposal were sufficient to support the contracting officer's determination to reject its bid as technically unacceptable.

The protest is denied.

William J. Jones
Associate General Counsel
Office of Contracts and Property Law

[Compared to original 2/23/93 WJJ]